

Exhibit A

(State Court Complaint)

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	C.A. NO.: 2024-CP-23-
)	
DEBRA GOODMAN as the)	
Personal Representative of the)	
Estate of BRIAN SWASS,)	
Plaintiff,)	
)	
vs.)	Summons
)	(Jury Trial Demanded)
)	
DUROAIR TECHNOLOGIES)	
INC., DUROAIR TECHNOLOGIES)	
USA INC. LOCKHEED MARTIN)	
CORPORATION, TRADESMAN)	
INTERNATIONAL, LLC)	
Defendants.)	

TO: Defendants above

YOU ARE HEREBY summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you and to serve a copy of your Answer to the said Complaint on the subscriber at his office, VARNER & SEGURA, 304 Pettigru Street, Greenville, South Carolina 29601, within thirty (30) days after the service hereof, exclusive of the day of such services; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

Respectfully Submitted,

VARNER & SEGURA

S/James W. Segura
SC Bar No.:8606
Jamessegura@varnerandsegura.com
James W. Segura
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Greenville, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	C.A. NO.: 2024-CP-23-
)	
DEBRA GOODMAN as the)	
Personal Representative of the)	
Estate of BRIAN SWASS)	
Plaintiff,)	
)	
vs.)	COMPLAINT WRONGFUL DEATH
)	AND SURVIVAL ACTION
)	(Jury Trial Demanded)
)	
DUROAIR TECHNOLOGIES)	
INC., DUROAIR TECHNOLOGIES)	
USA INC.)	
LOCKHEED MARTIN)	
CORPORATION, TRADESMAN)	
INTERNATIONAL, LLC)	
Defendants.)	
)	
)	

The Plaintiff, complaining of the Defendants, would show unto the Honorable Court as follows:

1. The Plaintiff is a citizen and resident of Suffolk County, State of New York, and is the duly appointed personal representative of the Estate of BRIAN SWASS under probate case number 2021ES00401104.
2. That at all times hereinafter mentioned, Defendant, DUROAIR TECHNOLOGIES, INC., was and still is a domestic corporation or a foreign corporation, either licensed to do business in the South Carolina and/or actually doing business in the State of South Carolina.

4. That at all times hereinafter mentioned, Defendant, LOCKHEED MARTIN CORPORATION, was and still is a domestic corporation or a foreign corporation, either licensed to do business in South Carolina and/or actually doing business in the State of South Carolina.
5. That at all times hereinafter mentioned, Defendant TRADESMEN INTERNATIONAL, LLC, was and still is a domestic corporation or a foreign corporation, either licensed to do business in South Carolina and/or actually doing business in the State of South Carolina.
6. That at all times hereinafter mentioned, Defendant, "DUROAIR TECHNOLOGIES USA INC, was and still is a domestic corporation or a foreign corporation, either licensed to do business in the State of Carolina and/or actually doing business in the State of Carolina and upon information and belief DUROAIR Technologies USA, Inc. is the United States office and or United States Subsidiary of Duroair Technologies Inc.
7. That at all times hereinafter mentioned, the Defendant, DUROAIR TECHNOLOGIES, INC., owned, operated and/or controlled the premises known as 244 Terminal Road, Greenville, South Carolina.
8. That at all times hereinafter mentioned, the Defendant, LOCKHEAD MARTIN, CORPORATION, owned, operated and/or controlled the premises known as 244 Terminal Road, Greenville, South Carolina.

9. That at all times hereinafter mentioned, the Defendant, TRADESMEN INTERNATIONAL, LLC., owned, operated and/or controlled the premises known as 244 Terminal Road, Greenville, South Carolina.
10. That at all times hereinafter mentioned, Defendant DUROAIR TECHNOLOGIES, INC. maintained the premises known as 244 Terminal Road, Greenville, South Carolina.
12. At all times mentioned, Defendant LOCKHEED MARTIN CORPORATION maintained the premises known as 244 Terminal Road, Greenville, South Carolina.
11. That at all times hereinafter mentioned, Defendant DuroAir Technologies USA, Inc. maintained the premises known as 244 Terminal Road, Greenville, South Carolina.
13. That at all times hereinafter mentioned, the Defendant, TRADESMEN INTERNATIONAL, LLC, maintained the premises known as 244 Terminal Road, Greenville, South Carolina.
14. That at all times hereinafter mentioned, the Defendant, DUROAIR TECHNOLOGIES, INC., was the General Contractor at a site located at 244 Terminal Road, Greenville, South Carolina.
15. That at all times hereinafter mentioned, the Defendant, LOCKHEED MARTIN CORPORATION, was the General Contractor at a site located at 244 Terminal Road, Greenville, South Carolina.

16. That at all times hereinafter mentioned, the Defendant, DUROAIR TECHNOLOGIES USA, INC., was the General Contractor at a site located at 244 Terminal Road, Greenville, South Carolina.
17. That at all times hereinafter mentioned, the Defendant, TRADESMEN INTERNATIONAL, LLC., was the General Contractor at a site located at 244 Terminal Road, Greenville, South Carolina.
18. That at all times hereinafter mentioned, the Defendant, DUROAIR TECHNOLOGIES, INC., and or DUROAIR TECHNOLOGIES USA INC was the Construction Manager at a site located at 244 Terminal Road, Greenville, South Carolina.
19. DuroAir Technologies USA, Inc.
20. That at all times hereinafter mentioned, the Defendant, LOCKHEED MARTIN CORPORATION, was the Construction Manager at a site located at 244 Terminal Road, Greenville, South Carolina.
21. That at all times hereinafter mentioned, the Defendant, TRADESMEN INTERNATIONAL, LLC., was the Construction Manager at a site located at 244 Terminal Road, Greenville, South Carolina.
22. That at all times hereinafter mentioned, Defendant, DUROAIR TECHNOLOGIES, INC., was a contractor at a site located at 244 Terminal Road, Greenville, South Carolina.

23. That at all times hereinafter mentioned, Defendant, DUROAIR TECHNOLOGIES USA, INC., was a contractor at a site located at 244 Terminal Road, Greenville, South Carolina.
23. That at all times hereinafter mentioned, the Defendant, LOCKHEED MARTIN CORPORATION, was a contractor at a site located at 244 Terminal Road, Greenville, South Carolina.
24. That at all times hereinafter mentioned, the Defendant, TRADESMEN INTERNATIONAL, LLC., was a contractor at a site located at 244 Terminal Road, Greenville, South Carolina.
25. That at all times hereinafter mentioned, construction, demolition, or renovation work was being performed at said site located at 244 Terminal Road, Greenville, South Carolina, New York.
26. That at all times hereinafter mentioned, the Defendant, DUROAIR TECHNOLOGIES, INC., employed various subcontractors to perform labor on said site located at 244 Terminal Road, Greenville, South Carolina, New York.
27. That at all times hereinafter mentioned, the Defendant, DuroAir Technologies USA, Inc., employed various subcontractors to perform labor on said site located at 244 Terminal Road, Greenville, South Carolina, New York.
28. That at all times hereinafter mentioned, the Defendant, TRADESMEN INTERNATIONAL, LLC, employed various

subcontractors to perform labor on said site located at 244 Terminal Road, Greenville, South Carolina, New York.

30. That at all times hereinafter mentioned, the Defendant, DUROAIR Technologies USA Inc, employed various subcontractors to perform labor on said site located at 244 Terminal Road, Greenville, South Carolina, New York.
31. That at all times hereinafter mentioned, the Defendant, DUROAIR TECHNOLOGIES, INC. owed a duty to those employed to perform labor at the construction project to provide them with a safe place to work, pursuant to the statutes, rules and regulations and common law standards, including but not limited to the laws of the State of South Carolina Department of Labor and the Occupational Safety and Health Administration (referred to herein as "OSHA").
32. That at all times hereinafter mentioned, the Defendant, LOCKEHEAD MARTIN CORPORATION, owed a duty to those employed to perform labor at the construction project to provide them with a safe place to work, pursuant to the statutes, rules and regulations and common law standards, including but not limited to the laws of the State of South Carolina Department of Labor and OSHA.
33. That at all times hereinafter mentioned, the Defendant, TRADESMEN INTERNATIONAL, LLC. owed a duty to those employed to perform labor at the construction project to provide

them with a safe place to work, pursuant to the statutes, rules, regulations, and common law standards, including but not limited to the laws of the State of South Carolina Department of Labor and OSHA.

34. That at all times hereinafter mentioned, the Defendant, DUROAIR TECHNOLOGIES, INC., owed a duty to construct, arrange, operate, and conduct the labor at the construction project so as to provide reasonable and adequate protection to the lives, health and safety of all persons employed therein or lawfully frequenting such place.
35. That at all times hereinafter mentioned, the Defendant, LOCKHEED MARTIN CORPORATION, owed a duty to construct, arrange, operate and conduct the labor at the construction project so as to provide reasonable and adequate protection to the lives, health and safety of all persons employed therein or lawfully frequenting such place.
36. That at all times hereinafter mentioned, the Defendant, TRADESMEN INTERNATIONAL, LLC, owed a duty to construct, arrange, operate and conduct the labor at the construction project so as to provide reasonable and adequate protection to the lives, health and safety of all persons employed therein or lawfully frequenting such place.

37. That at all times hereinafter mentioned, the Defendant, "DuroAir Technologies USA, Inc., owed a duty to construct, arrange, operate and conduct the labor at the construction project so as to provide reasonable and adequate protection to the lives, health and safety of all persons employed therein or lawfully frequenting such place.
38. That at all times hereinafter mentioned, the Defendant, DUROAIR TECHNOLOGIES, INC, owed a duty to construct, shore, equip, guard, arrange, operate and conduct all areas, buildings, or structures in which construction was being performed so as to provide reasonable and adequate protection and safety to the persons employed therein or lawfully frequenting such place.
39. That at all times hereinafter mentioned, the Defendant, LOCKHEED MARTIN CORPORATION, owed a duty to construct, shore, equip, guard, arrange, operate and conduct all areas, buildings, or structures in which construction was being performed so as to provide reasonable and adequate protection and safety to the persons employed therein or lawfully frequenting such place.
40. That at all times hereinafter mentioned, the Defendant, TRADESMEN INTERNATIONAL, LLC, owed a duty to construct, shore, equip, guard, arrange, operate and conduct all areas, buildings, or structures in which construction was being performed so as to provide reasonable and adequate protection and safety to the persons employed therein or lawfully frequenting such place.

41. That at all times hereinafter mentioned, the Defendant, "DuroAir Technologies USA, Inc., owed a duty to construct, shore, equip, guard, arrange, operate and conduct all areas, buildings, or structures in which construction was being performed so as to provide reasonable and adequate protection and safety to the persons employed therein or lawfully frequenting such place.
42. That at all times hereinafter mentioned, the defendants failed in the duties set forth above, as well as violating OSHA regulations 29 CFR 1926 454 (A); 29 CFR 1926 453 (b)(2)9iv); 29 CFR 1926 501(a)(2); 29 CFR 1926 501 (b)(15); and 29 CFR 1926 503 (a)(1) and such other sections that may be adduced during discovery.
43. That at all times hereinafter mentioned, said site contained an area that was in a dangerous and defective condition and was otherwise in violation of OSHA requirements.
44. That on or about June 1, 2021, at approximately 10:00 A.M., the deceased Plaintiff was lawfully at the aforementioned premises in the course of his employment.
45. That on or about June 1, 2021, at approximately 10:00 A.M, Plaintiff was caused to suffer severe personal injuries resulting in his death when he fell from an unsecured and improperly guarded work area at a height of approximately 20 feet.
46. Prior to June 1, 2021, the defendants had actual and constructive knowledge of said dangerous and defective condition.

47. Prior to June 1, 2021, the defendants had a reasonable opportunity to inspect, correct, repair, and maintain said property to prevent said dangerous and defective condition of said property.
48. That both prior to and on June 1, 2021, the Defendants have the ability to control the work performed by Plaintiff in connection with safety procedures therewith.
49. That both prior to and on June 1, 2021, the Defendants had the ability to control the work performed by Plaintiff and enforce safety procedures in connection therewith.
50. Defendants were careless, negligent, and reckless in creating said condition, permitting said condition to exist and in failing to correct said condition, and in violating said statutes, breaching said duties and breaching said common law standards of care.
51. That as a result of the aforesaid incident, the Plaintiff was caused to suffer severe personal injuries resulting in his death.
52. The injuries and death of the Plaintiff were proximately caused by the aforesaid carelessness, negligence, recklessness, violations of statutes, breach of duties and breach of common law standards of care of the defendants.
53. The damages sought in this action exceed the jurisdictional limits of any lower Court, which would otherwise have jurisdiction.

54. That as a result of the aforesaid the Plaintiff has been caused physical pain, mental anguish and emotional distress all to his damage in an amount to be determined by the trier of fact.

FOR A FIRST CAUSE OF ACTION

(Wrongful Death)

55. Plaintiff realleges the preceding paragraphs as if set out verbatim.
56. That on or about June 1, 2021, at approximately 10:00 A.M., Plaintiff was caused to suffer severe personal injuries resulting in his death when he fell from an unsecured and improperly guarded work area at a height of approximately 20 feet.
57. That at all times hereinafter mentioned, the defendants failed in the duties set forth above, as well as violating OSHA regulations 29 CFR 1926 454 (A); 29 CFR 1926 453 (b)(2)9iv); 29 CFR 1926 501(a)(2); 29 CFR 1926 501 (b)(15); and 29 CFR 1926 503 (a)(1) and such other sections that may be adduced during discovery.
58. That at all times hereinafter mentioned, said the site contained an area which was in a dangerous and defective condition and was otherwise in violation of OSHA requirements.
59. That on or about June 1, 2021, at approximately 10:00 A.M., the deceased Plaintiff was lawfully at the aforementioned premises in the course of his employment.
60. All such acts and omissions are contrary to and in violation of the

common and statutory laws of the State of South Carolina and the regulations of the State of South Carolina in such cases made and provided for.

61. That as a direct and proximate result of the negligence, gross negligence, reckless and willful acts or omissions on the part of the Defendants, Plaintiff was wrongfully killed, and the statutory beneficiaries have proximately suffered
- a. mental shock and suffering,
 - b. grief and sorrow,
 - c. wounded feelings,
 - d. loss of companionship,
 - e. loss of consortium, and deprivation of the use and comfort of the decedent's society,
 - g. funeral expenses,
 - h. pecuniary loss or economic loss, and
 - i. loss of decedents' ability to earn money for the support, maintenance, care, and protection of the beneficiaries,
- pursuant to the South Code of Laws sec. 15-51-10 et seq. and South Carolina Code of Laws sec 15-5-100 in an amount to be determined by the jury for actual damages and punitive damages.

FOR A SECOND CAUSE OF ACTION
(Survival Action)

62. The Plaintiff realleges the preceding paragraphs as if set out verbatim.

63. That as a direct and proximate result of the negligence, gross negligence, reckless and willful acts or omissions on the part of the defendants, Plaintiff suffered pain and suffering and mental distress, medical expenses, and Plaintiff's estate incurred funeral expenses in an amount all to be determined the jury for actual damages and punitive damages pursuant to South Code of Laws sec. 15-51-10 et seq.

WHEREFORE, Plaintiff prays as follows:

1. For a trial as to all issues before the Court,
2. For a judgment against the Defendant for actual and punitive damages in a reasonable sum for the jury to determine, the costs of this action, and
3. For such other relief as this Court deems just and proper.

Respectfully Submitted,

s/James W. Segura

James W. Segura (SC Bar # 8606)

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Greenville, South Carolina 29601

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Attorney for Plaintiff

Dated: February 26, 2024
Greenville, South Carolina